

6690-SSSSSSSSSS

RECORDATION NO. _____ FILED

JUN 24 '04

1-52 PM

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OF COUNSEL
URBAN A. LESTER

SURFACE TRANSPORTATION BOARD

June 24, 2004

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination and Release of Lien (Amtrak Trust HS-EDC-3) dated June 24, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement, which was previously filed with the Commission under Recordation Number 6690-MMMM.

The names and addresses of the parties to the enclosed documents are:

Secured Party:	Federal Railroad Administration 400 Seventh Street S.W. Washington, D.C. 20590
Lessee:	National Railroad Passenger Corporation 60 Massachusetts Avenue NE Washington, DC 20002
Owner Trustee:	Wilmington Trust Company Rodney Square North 1100 North Market Street Wilmington, Delaware 19801

Mr. Vernon A. Williams
June 24, 2004
Page Two

A description of the railroad equipment covered by the enclosed document is:

High-Speed Trainset Number 3 bearing AMTK reporting marks and road numbers attached hereto.

A short summary of the document to appear in the index follows:

Termination and Release of Lien by the Federal Railroad Administration.

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/anm
Enclosures

DESCRIPTION OF UNITS

(AMTRAK TRUST HS-EDC-3)

<u>Equipment Type</u>	<u>Amtrak Equipment Numbers</u>
High-Speed Trainset Number 3 manufactured by Bombardier Corporation and Alstom Transportation Inc., consisting of:	
Two (2) Power Cars	AMTK 2000 AMTK 2002
One (1) First Class Car	AMTK 3206
Three (3) Coach Cars	AMTK 3504 AMTK 3506 AMTK 3520
One (1) Bistro Car	AMTK 3303
One (1) End Coach Car	AMTK 3402

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**TERMINATION AND RELEASE OF LIEN
(AMTRAK TRUST HS-EDC-3)**

SURFACE TRANSPORTATION BOARD

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST HS-EDC-3) dated as of June 24, 2004 (this "*Agreement*"), is among the Administrator of the Federal Railroad Administration of the United States Department of Transportation (the "*Administrator*"), acting (unless otherwise specified herein) on behalf of and as the delegate of the Secretary of the Department of Transportation (the "*Secretary*"), the National Railroad Passenger Corporation ("*Amtrak*") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as trustee (the "*Owner Trustee*").

WHEREAS, pursuant to a Security Agreement dated October 5, 1983, between the Administrator and Amtrak (the "*FRA Security Agreement*"), Amtrak assigned to the Administrator all of its right, title and interest to certain rolling stock, including rolling stock acquired after the date of the FRA Security Agreement, subject to the terms and provisions of the FRA Security Agreement;

WHEREAS, as set forth in that certain Participation Agreement (Amtrak Trust HS-EDC-3) dated as of November 1, 2000, among Amtrak, the Owner Participant named therein, Export Development Canada (formerly known as Export Development Corporation), as Loan Participant, Manufacturers and Traders Trust Company, successor in interest to Allfirst Bank, not in its individual capacity, but solely as Indenture Trustee, and Wilmington Trust Company, not in its individual capacity, except as otherwise expressly provided therein, but solely as Owner Trustee (as amended, supplemented or otherwise modified from time to time, the "*Participation Agreement*"), Amtrak will, with respect to the units of rolling stock identified in Schedule I hereto (together with any replacements and substitutes therefor, the "*Equipment*"), sell, transfer and assign all of its right, title and interest in and to the Equipment to Owner Trustee and will leaseback such Equipment from Owner Trustee pursuant to that certain Lease of Railroad Equipment (Amtrak Trust HS-EDC-3) dated as of November 1, 2000, as amended, supplemented or modified from time to time, between Amtrak and Owner Trustee;

NOW, THEREFORE, in order to induce, and in consideration of, Owner Trustee entering into the transactions contemplated by the Participation Agreement, the parties hereto agree as follows:

1. All right, title and interest of the Administrator in and to the Equipment is hereby terminated and released.

2. The Administrator represents and warrants that (a) neither the execution nor delivery of this Agreement nor fulfillment nor compliance with the terms and provisions hereof will conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which it, the Secretary or the United States Government is now subject, (b) this Agreement constitutes the legal and valid obligation and contract of the Administrator and the Secretary, enforceable against the Administrator and the Secretary in accordance with its terms, and (c) he has full authority to terminate and release all of its right, title and interest in and to the Equipment.

3. This Agreement may be amended only by an agreement in writing signed by the parties hereto and shall specifically refer to itself as an amendment thereto. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

4. Nothing in this Agreement affects any priority which may be claimed by Owner Trustee by operation of law including, but not limited to, title 49 U.S.C. § 11301, the Uniform Commercial Code, and other applicable state and federal law.

5. Amtrak hereby consents and agrees to the terms of the foregoing.

6. Owner Trustee represents and warrants that the entering into and the performance of the terms of this Agreement are within its corporate powers and have been duly authorized by all necessary corporate actions, and are not in violation of any law, statute, regulation or decree.

7. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Agreement have the respective meanings specified therefor in Annex A to the Participation Agreement.

[signature pages follow on next page]

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: Betty Monro
Name: Betty Monro
Title: Acting Administrator

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____
Name: Dale M. Stein
Title: Treasurer

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Owner Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties
hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: _____
Name:
Title:

NATIONAL RAILROAD PASSENGER
CORPORATION

By: Dale M. Stein *AS*
Name: Dale M. Stein
Title: Treasurer

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Owner Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties
hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: _____
Name:
Title:

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____
Name: Dale M. Stein
Title: Treasurer

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Owner Trustee

By:  _____
Name: **MONICA M. HENRY**
Title: **SENIOR FINANCIAL SERVICES OFFICER**

DISTRICT OF)
) SS.:
COLUMBIA)

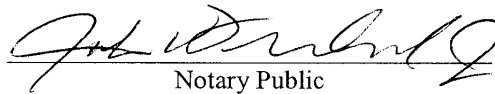
On this 22 day of June, 2004, before me personally appeared Betty Monro, to me personally known, who being by me duly sworn, says that he/she is the Acting Administrator of the FEDERAL RAILROAD ADMINISTRATION, who acknowledged himself/herself to be a duly authorized officer of the FEDERAL RAILROAD ADMINISTRATION, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

Eveline B. B. B.
Notary Public

My Commission Expires: March 14, 2008

DISTRICT OF COLUMBIA)
) SS.:
)


On this 10th day of June, 2004 before me personally appeared Dale M. Stein, to me personally known, who being by me duly sworn, says that he is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires: 02/14/05

STATE OF DELAWARE)
) SS.:
COUNTY OF NEW CASTLE)

On this 2 day of June, 2004, before me personally appeared Monica M. Henry, to me personally known, who being by me duly sworn, says that he/she is the Sec. Treas. off. of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said Delaware banking corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of Wilmington Trust Company.



Notary Public

VERNESSA E. ROBINSON
NOTARY PUBLIC - DELAWARE
My Commission Expires: ~~My Commission Expires Oct. 26, 2006~~

SCHEDULE I TO TERMINATION
AND RELEASE OF LIEN

DESCRIPTION OF UNITS

(AMTRAK TRUST HS-EDC-3)

<u>Equipment Type</u>	<u>Amtrak Equipment Numbers</u>
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